

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – POLLUTANTS

This endorsement modifies insurance provided under the following:

PROTECTION AND INDEMNITY COVERAGE FORM
VESSEL PHYSICAL DAMAGE COVERAGE FORM

The following is added to **EXCLUSIONS**:

Pollutants

This policy does not insure against any loss, damage, cost, liability, expense, fine or penalty, or any kind or nature whatsoever, imposed on the "insured", directly or indirectly, in consequence of, or with respect to, the actual or potential discharge, emission, spillage or leakage upon or into the seas, waters, land or air, of any "contaminant", "pollutant", or other substances of any kind or nature whatsoever.

"We" shall have no duty to defend or indemnify any claim, demand, suit, action, litigation, arbitration, alternative dispute resolution or other judicial or administrative proceeding seeking damages, equitable relief, or administrative relief where:

1. Any actual or alleged injury arises out of any combination of a "pollutant" related cause and a non-"pollutant" related cause; or
2. A chain of events which includes the release of "pollutants" regardless of whether the release of "pollutants" is the initial precipitating event or a substantial cause of injury; or
3. Any actual or alleged injury arises out of the release of "pollutants" as a concurrent cause of injury regardless of the whether the release of "pollutants" is the proximate cause of injury.

All terms, conditions and warranties expressly contained in this Policy or endorsed hereon, or implied at law, shall be deemed amended to the extent necessary to give full force and effect to this clause

All other terms and conditions of this policy remain unchanged.